



1 The Motion to Dismiss of Defendant Provident Life & Accident Insurance Company  
2 (erroneously sued as Unumprovident Insurance Company) ("Defendant") came on regularly for  
3 hearing. The appearances of counsel and parties are as reflected in the minutes of the Court.

4 Upon review of all papers and pleadings filed herewith, the Court finds that there is no  
5 basis for a cause of action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 a, *et*  
6 *seq.*, California, Civil Code § 1788, *et seq.*, or Business & Professions Code Sections 17200, *et*  
7 *seq.* Consequently, there is no basis for plaintiff's first or second cause of action. Because there  
8 is no viable FDCPA cause of action there is no basis for an injunction (third cause of action).

9 The Court further finds that Plaintiff has failed to properly allege a cause of action for  
10 defamation (seventh cause of action) and that there is no basis in law for a "bad faith" cause of  
11 action (eighth cause of action).

12 The Court further finds that Plaintiff has failed to properly alleged causes of action for  
13 intentional infliction of emotional distress, breach of contract and breach of the implied  
14 covenant.

15 It is therefore ORDERED THAT:

- 16 1. Plaintiff's first, second, third, seventh and eighth causes of action are dismissed  
17 without leave to amend.
- 18 2. Plaintiff's fourth, fifth and sixth causes of action are dismissed with leave to  
19 amend.
- 20 3. Plaintiff has twenty (20) days to amend her complaint in accordance with this  
21 Order.

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23  
24 Dated: October \_\_, 2007

By \_\_\_\_\_  
United States District Judge

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